

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://ceo.lacounty.gov

October 30, 2007

Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS: CITY OF GLENDALE— LOS ANGELES COUNTY FLOOD CONTROL DISTRICT COOPERATIVE AGREEMENT FOR THE COMPLETION AND TRANSFER OF MISCELLANEOUS TRANSFER DRAIN 1252 FROM THE CITY TO THE DISTRICT (SUPERVISORIAL DISTRICT 5) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

- 1. Find that this transfer is categorically exempt from the provisions of the California Environmental Quality Act.
- Approve and instruct the Chairman to sign the agreement between the City of Glendale and the Los Angeles County Flood Control District providing for the City of Glendale to fund all costs, estimated to be \$150,000, to improve and/or repair the City of Glendale's storm drain known as Miscellaneous Transfer Drain No. 1252, as depicted on District Drawing Nos. 470 9506 F17.1-.13, on file with the Department of Public Works, for transfer to the Los Angeles County Flood Control District for operation, maintenance, repair, and improvement.
- 3. Instruct and authorize the Director of Public Works or his designee to accept the transfer and conveyance of Miscellaneous Transfer Drain No. 1252 from the City of Glendale to the Los Angeles County Flood Control District pursuant to the City of Glendale's Resolution No. 07-129.

The Honorable Board of Supervisors October 30, 2007 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the attached agreement between the Los Angeles County Flood Control District (LACFCD) and the City of Glendale (City) for the transfer and conveyance of Miscellaneous Transfer Drain (MTD) No. 1252 from the City to the LACFCD for operation, maintenance, repair, and improvement. The City will fund the improvement and/or repair of the drain and the LACFCD will ensure the drain will function as designed to prevent flooding.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Community Services (Goal 6). By improving and/or repairing MTD No. 1252 to LACFCD standards and transferring it to LACFCD, properties in the vicinity of the drain and residents in the LACFCD will benefit, and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The City will pay all costs incurred for the improvement and/or repair of the storm drain facility. Future maintenance of the storm drain facility will be funded with LACFCD funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement has been approved by the City and approved as to form by County Counsel.

This transfer is authorized and provided for by the provisions of Section 13-3/4 of the Los Angeles County Flood Control Act. This section authorizes your Board to accept the transfer and conveyance of a storm drain facility to the LACFCD for future operation and maintenance when the facility is offered by resolution by the jurisdictional agency. The City adopted the attached Resolution No. 07-129 on July 17, 2007, requesting the LACFCD to accept the transfer and conveyance of MTD No. 1252.

Miscellaneous Transfer Drain No. 1252 consists of various sizes of underground storm drain pipes and surface structures in City streets and rights of way. We have reviewed the plans and inspected the storm drain facility and hereby recommend the storm drain facility for transfer subject to the provisions of the agreement.

The Honorable Board of Supervisors October 30, 2007 Page 3

ENVIRONMENTAL DOCUMENTATION

The transfer is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), as specified in Class 11(e) and 1(u) of the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis No. 57, and Section 15301 of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon completion of this transaction, the LACFCD will own, operate, and maintain MTD No. 1252, for the benefit of the people living within the LACFCD.

CONCLUSION

Please return two adopted copies of this letter and two adopted copies of the agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

WILLIAM T FUJIOKÁ

row

Chief Executive Officer

WTF:DLW SA:sc

Attachments (2)

c: County Counsel

Department of Public Works (Budget/Fund Management, Fiscal, Flood Maintenance, Land Development, Mapping and Property Management)

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF GLENDALE, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), collectively referred to as PARTIES.

WITNESSETH

WHEREAS, CITY proposes to modify the existing storm drain system on Verdugo Road from Acacia Avenue to Broadway, Acacia Avenue from Chevy Chase Drive to Verdugo Road, Maple Street from Verdugo Road to Zinnia Lane, Zinnia Lane from Maple Street to Rockglen Avenue, and Rockglen Avenue from Zinnia Lane to Lincoln Avenue, including the replacement of access covers and steps in structures; patching of structures; pipe repair and replacement; and other related items of work, which work is hereinafter referred to as PROJECT. Reference is made to Plan 4-572 on file in the office of the Glendale City Engineer and by this reference incorporated herein; and

WHEREAS, DISTRICT has designated PROJECT as Miscellaneous Transfer Drain 1252; and

WHEREAS, PROJECT is within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is of general interest to PARTIES; and

WHEREAS, CITY presently has control over the existing storm drain system; and

WHEREAS, DISTRICT is authorized by Section 13-3/4 of the Los Angeles County Flood Control Act to accept transfers and conveyances of flood control facilities for the operation, maintenance, repair, and improvement thereof; and

WHEREAS, CITY has requested that DISTRICT accept the transfer of PROJECT to DISTRICT for operation, maintenance, repair, and improvement thereof, and

WHEREAS, CITY has performed the design engineering for PROJECT at CITY'S own expense; and

WHEREAS, DISTRICT desires to perform the construction for PROJECT; and

WHEREAS, CITY is willing to finance the CONSTRUCTION COST OF PROJECT, as defined herein; and

WHEREAS, CONSTRUCTION COST OF PROJECT is currently estimated to be One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by PARTIES and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To deposit with DISTRICT, following execution of this AGREEMENT by County Board of Supervisors and receipt of invoice, the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).
- b. To perform or cause to be performed the design engineering for PROJECT within CITY'S jurisdiction at CITY'S expense.
- c. To issue DISTRICT a no-fee permit(s) authorizing DISTRICT to construct PROJECT within CITY'S highway right of way, provided; however, that DISTRICT complies with all permit conditions. As a condition to permit approval, DISTRICT or its contractor must furnish, at no cost to the CITY, evidence of insurance coverage in an amount and in a form satisfactory to the CITY'S Attorney.
- d. To cooperate with DISTRICT in conducting negotiations with, and where appropriate, issue notices to, public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction of PROJECT. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign to COUNTY all prior rights over utility companies and owners of substructure and overhead facilities; when necessary to construct, complete, and maintain PROJECT or to appoint DISTRICT as its attorney-in-fact to exercise such prior rights.
- e. To appoint DISTRICT as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- f. To review, and at its own discretion, reject or approve and consequently finance the cost of all change of work requests provided by DISTRICT.

(2) DISTRICT AGREES:

- a. To invoice CITY, within 45 calendar days following execution of this AGREEMENT, the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).
- b. To accept ownership and maintenance of PROJECT, immediately upon receipt of CITY'S deposit, pursuant to paragraph (1) a., above, of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).
- To diligently pursue completion of PROJECT as provided in the approved plans provided by CITY, such that construction shall be completed within 18 months of receipt of funds from CITY.
- d. To perform or cause to be performed the additional preliminary engineering and/or plan checking for PROJECT.
- e. To perform the construction for PROJECT in accordance with the approved plans.
- f. To promptly notify CITY of any actual or anticipated cost increases over One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).
- g. Upon completion of PROJECT, to maintain in good condition, at DISTRICT'S expense, all improvements included as part of PROJECT.
- h. To furnish CITY, within one hundred twenty (120) calendar days after completion of PROJECT, a final accounting of the CONSTRUCTION COST OF PROJECT. The final accounting of the CONSTRUCTION COST OF PROJECT shall detail the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement), including an itemization of unit costs and quantities for CONSTRUCTION COST OF PROJECT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The intent of this AGREEMENT is to fully compensate DISTRICT for the actual costs necessary to complete PROJECT. Such costs shall not include ongoing maintenance of PROJECT, or for property damage that may occur subsequent to the completion of the PROJECT.
- b. The CONSTRUCTION COST OF PROJECT, as referred to in this AGREEMENT, means the actual costs of the construction, construction contract, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in

accordance with the approved plans, and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. The CONSTRUCTION COST OF PROJECT shall not include the cost of preliminary engineering and plan checking.

- c. The cost of preliminary engineering, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation, preparation of specifications and cost estimates, utility engineering, and all other necessary work to complete PROJECT and shall include equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of construction contract, as referred to in this AGREEMENT, shall consist of the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- Within sixty (60) calendar days from the receipt of the final accounting e. prepared by DISTRICT, as described in paragraph (2) h. above, City shall submit to DISTRICT a written notice of the disputed charges, if any, and the reasons thereof. CITY shall pay to DISTRICT all other undisputed charges exceeding the CITY'S deposit of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) within ninety (90) calendar days from receipt of said final accounting. DISTRICT shall review all disputed charges and submit a written justification detailing the basis for said disputed charges within sixty (60) calendar days of receipt of CITY'S written notice. Upon agreement as to the disputed charges, PARTIES shall pay to the other party any remaining amounts owing to the other party within sixty (60) calendar days from the date of such Agreement. In the event the PARTIES cannot agree as to said disputed charges, the PARTIES shall meet and confer in good faith and shall exercise due diligence to resolve any remaining disputed charges.
- f. If the CONSTRUCTION COST OF PROJECT, based upon the final accounting described in paragraph (2) h. above, and as may be adjusted pursuant to paragraph (3) e. above, is less than CITY'S deposit of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), DISTRICT shall refund the difference to CITY within sixty (60) calendar days.
- g. If CITY does not pay to DISTRICT the additional cost identified in (3) e. above, DISTRICT may void this AGREEMENT at its sole discretion upon thirty (30) days written notice to CITY after which time the PROJECT shall revert to CITY ownership and from which time CITY shall be responsible the operation and maintenance of PROJECT.

- h. CITY shall not be responsible for costs incurred for ongoing maintenance or damage to PROJECT or any portion thereof, occurring subsequent to the full execution of this AGREEMENT unless the provisions of (3)g. above are involved.
- i. DISTRICT, at any time, may, at its sole discretion, designate an alternative payment mailing address. CITY shall be notified of such changes by invoice.
- j. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to DISTRICT, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of DISTRICT inspector to the contractors or any other person in charge of construction shall prevail and be final.
- k. This AGREEMENT may be amended or modified only by mutual written consent of the PARTIES.

I. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Stephen M. Zurn Director of Public Works

City of Glendale

613 East Broadway, Room 209 Glendale, CA 91206-4388

DISTRICT: Mr. Donald L. Wolfe

Director of Public Works
County of Los Angeles
Department of Public Works

P. O. Box 1460

Alhambra, CA 91802-1460

- m. Neither DISTRICT nor any officer or employee of DISTRICT shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of DISTRICT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of DISTRICT under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, DISTRICT shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of DISTRICT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of DISTRICT under this AGREEMENT.
- o. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of

its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the PARTIES indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

p. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32058 between PARTIES, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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Page 7 of 8

be executed by their respective officers, duly on _August, 2007, and CONTROL DISTRICT, on	hereto have caused this AGREEMENT to y authorized, by the CITY OF GLENDALE by the LOS ANGELES COUNTY FLOOD, 2007.		
	COUNTY OF LOS ANGELES, acting on behalf of the Los Angeles County Flood Control District		
ATTEST:	By Chairman, Board of Supervisors		
SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles	SCUBULL 10 TOTAL TO		
By			
Deputy	CITY OF GLENDALE DATE		
APPROVED AS TO FORM:	PROVISION FOR \$ 150,000 CO		
RAYMOND G. FORTNER, JR.	Mill witer		
County Counsel	GDirector of Finance		
By Deputy			
	APPROVED AS TO FORM:		
CITY OF GLENDALE	SCOTT H. HOWARD		
By Wanager City Manager	By Christin Laure for City Attorney 8-7-07		

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RESOLUTION NO. 07-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDALE, CALIFORNIA, REQUESTING

THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA TO ACCEPT

ON BEHALF OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT A TRANSFER AND CONVEYANCE OF A STORM DRAIN SYSTEM KNOWN AS MISCELLANEOUS TRANSFER DRAIN NO. 1252 IN THE CITY OF GLENDALE,

FOR FUTURE OPERATION, MAINTENANCE, REPAIR AND IMPROVEMENT, AND TO AUTHORIZE THE TRANSFER AND CONVEYANCE THEREOF.

WHEREAS, the City of Glendale and the Los Angeles County Flood Control District entered into an Agreement on December 11, 1979, and recorded on January 23, 1980, as Document No. 80-86454, of the Official Records in the office of the County Recorder for the County of Los Angeles, whereby the City of Glendale made certain warranties about its future transfers and conveyances of Flood Control facilities to the District;

WHEREAS, the City of Glendale is authorized and empowered to transfer and convey to the Los Angeles County Flood Control District any storm drain improvements and drainage systems for future operation, maintenance, repair, and improvement;

WHEREAS, the best public interest will be served by transfer and conveyance of the storm drain improvements and drainage system from the City of Glendale to the Los Angeles County Flood Control District for future operation, maintenance, repair, and improvement.

WHEREAS, there have been dedicated to, or the City has otherwise acquired or constructed the storm drain improvements and drainage system improvements, known as Miscellaneous Transfer Drain No. 1252;

WHEREAS, the storm drain improvements and drainage system improvements, known as Miscellaneous Transfer Drain No. 1252, described in Exhibit "A" attached hereto, are to be constructed and/or improved by Los Angeles Count Flood Control District to Los Angeles County Flood Control District standards, and inspected and approved by Los Angeles County;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE,

SECTION 1. That the City of Glendale does hereby request the Los Angeles County Flood Control District ("District") to accept the transfer and conveyance of the storm drain improvements and drainage system described in said Exhibit "A", attached hereto and by this reference incorporated herein.

SECTION 2. That subject to the acceptance thereof by the Board of Supervisors of the County of Los Angeles, the City Engineer of City of Glendale is directed and ordered to prepare all necessary instruments and documents, to effect said transfer and conveyance, and that the Mayor is authorized and instructed to execute said instruments and documents. The District shall have no obligation or responsibility to maintain said storm drain improvements, and drainage system until all rights-of-way for said drain, now vested in the City of Glendale, and all other necessary rights-of-way unless and until same have been conveyed to and accepted by District.

Reference is hereby made to District Drawing Nos. 470-9506 F17.1 through F17.13, the plans and profile of said storm drain improvements and drainage system on file in the office of the City Engineer of City of Glendale (City Plan No. 4-572) and in the office of the Chief Engineer of said District for further data as to the exact location, extent, and description of said storm drain improvements and drainage system.

SECTION 3. That the transfer and conveyance hereby requested are subject to each of the warranties described in the Agreement between the City and the District dated December 11, 1979, and recorded January 23, 1980, as Document No. 80-86454, of the Official Records in the office of the County Recorder for the County of Los Angeles. Such warranties by the City are incorporated hereby by this reference.

SECTION 4. That the City Manager is hereby authorized to enter into the Agreement for Miscellaneous Transfer Drain 1252 with Los Angeles County for the improvement of the storm drain system and transfer to the County.

SECTION 5. That the Director of Public Works is hereby authorized to transfer funds to Los Angeles County for the improvement of the storm drain system to the County. The initial transfer shall be \$150,000, with subsequent transfers may be required per the agreement for Miscellaneous Transfer Drain No. 1252.

SECTION 6. The City Clerk shall certify the adoption of this Resolution.

Resolution for Miscellaneous Transfer Drain No. 1252 Page 3 of 3

Adopted this	17th	day of	July Que My	, 2007. [Mayor]
ATTEST: By:City Cler	Saual	<u></u>	(
STATE OF CAI COUNTY OF L CITY OF GLEN	OS ANGELI) ES)SS.)		
foregoing Resol Glendale, by a	ution No majority	of the members	vas adopted by thereof, at a	City of Glendale, certify that the the City Council of the City of regular meeting held on the the same was adopted by the
Ayes:	Drayman, (Quintero, Weave	r, Yousefian,	Najarian
Noes:	None			·
Absent:	None		/	Sfanalk.

CHIEF ASSISTANT CITY ATTORNEY
DATED 7/12/07

COPY OF KESOLUTION NO. 07-129 ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BLENDALE DATED GRAD AS A SOUT

EXHIBIT "A"

Miscellaneous Transfer Drain No. 1252

A reinforced concrete pipe storm drain system in Acacia Avenue from Chevy Chase Drive to Verdugo Road, and in Verdugo Road from Acacia Avenue to Broadway, and in Maple Street from Verdugo Road to Zinnia Lane, and in Zinnia Lane from Maple Street to Rockglen Avenue, and in Rockglen Avenue from Zinnia Lane to the eastern City Limit (east of Lincoln Avenue), including all pipes, laterals, connector pipes, catch basins, manholes, inlets, and appurtenant structures, as shown on District Drawings Nos. 470-9506 F17.1-13 through F17.13 (City of Glendale Drawing No. 4-572), and described as follows:

Line A

Commencing at the intersection of Acacia Avenue and Chevy Chase Drive, connecting to the existing RCBC (Project No. 9550), thence east on Acacia Avenue to Verdugo Road, thence sweeping north on Verdugo Road through the Cypress Street intersection, thence sweeping to the east on Maple Street, thence sweeping to the north on Zinnia Lane to Rockglen Avenue, including the connector pipes and catch basins at the Lincoln Avenue and Rockglen Avenue intersection, a total distance of 4,880 +/- lineal feet, within the City of Glendale Street Right-of-Way.

Line B

Commencing at the intersection of Verdugo Road and Rockglen Avenue, connecting to the existing 39" RCP (Project No. 9506), thence north on Verdugo Road to Broadway, a total distance of 1,998 +/- lineal feet, within the City of Glendale Street Right-of-Way.

Notes:

- 1. All pipes, laterals, connector pipes, manholes, catch basins, and inlets are included in the transfer unless otherwise noted "Not To Be Maintained By L.A.C.F.C.D." on District Drawing Nos. 470-9506 F17.1 through F17.13.
- 2. A total of 6,878 lineal feet more or less, including 2,188 lineal feet of 42" reinforced concrete pipe, 351 lineal feet of 36" reinforced concrete pipe, 1,483 lineal feet of 30" reinforced concrete pipe, 93 lineal feet of 27" reinforced concrete pipe, 1,613 lineal feet of 24" reinforced concrete pipe, 141 lineal feet of 21" reinforced concrete pipe, 562 lineal feet of 18" reinforced concrete pipe, and 449 lineal feet of 15" reinforced concrete pipe, and appurtenances thereto extending from, as shown on District Drawings Nos. 470-9506 F17.1-13 through F17.13 (City of Glendale Drawing No. 4-572).